

Unit # 428
Commencement Date 1/1/1

Outdoor Advertising Sign Ground Lease

This Lease is made the 10th day of JUNE, 2009, between Roger Ray ("LESSOR") and Primary Media ("LESSEE").

1. **USE OF THE PREMISES:** LESSOR grants to LESSEE the exclusive right and authority to construct, maintain, service, remove, and reposition one (1) outdoor advertising structure, including the necessary devices, connections, all displays and materials ("Sign") for such uses as permitted by law, on property owned by LESSOR at 7700 Rendon Bloodworth Road, Mansfield, Texas 76063. LESSOR grants to LESSEE free access and quiet enjoyment to the premises and Sign for the entire term of this Lease. LESSOR grants to LESSEE, at LESSEE's expense, the authority and right to obtain and renew any and all permits or licenses necessary for compliance with any government rules, regulations and ordinances. LESSOR agrees not to permit any obstruction which would materially affect the visibility of the Sign and LESSOR expressly permits LESSEE to trim any vegetation affecting the visibility of the Sign. During the entire lease term, LESSEE agrees to maintain the Sign in good condition and repair and shall comply with any and all applicable building codes.

2. **TERM:** The primary term of this Lease shall be fifteen (15) years beginning upon the completion of the structure and shall continue for a successive like term under like terms and conditions.

3. **RENTAL:** In consideration of the foregoing and the mutual promises contained herein, LESSEE agrees to pay LESSOR a rental per the following schedule: Lease years 1-5, \$3,000.00 per year payable monthly in advance; Lease years 6-10, \$3,600.00 per year payable monthly in advance and Lease years 11-15, \$4,200.00 per year payable monthly in advance.

4. **EARLY TERMINATION:** If at any time and by whatever means the Sign is entirely or partially obscured, or if automotive traffic is diverted or decreased so as to impair the advertising value of the location, or if LESSEE be prevented by federal, state or local government authorities having jurisdiction from constructing or maintaining the Sign, LESSEE may, as its sole and exclusive option, terminate this Lease by giving LESSOR ninety (90) days written notice and LESSOR agrees to return any paid and unaccrued rental to LESSEE.

In the event that the LESSOR sells the property, inclusive of that portion of the property where the Sign is located, and the purchaser, which is an unrelated third party, requests that the Sign be removed, LESSOR may terminate the Lease by giving LESSEE one hundred and eighty (180) written notice of termination sent by registered mail to LESSEE's office. The Lease will terminate effective the date that the purchaser becomes owner of the property. Upon transfer of the property to the new owner, LESSEE shall have ninety (90) days to remove the Sign from the property. LESSOR agrees to refund to LESSEE the rent previously paid for the unexpired portion of the Lease beyond the termination date as well as the following: Should the Lease be terminated in the first five (5) years of the Term, LESSOR shall pay LESSEE a one-time payment equivalent to eight (8) times the then gross annual advertising revenue generated by the Sign; Should the Lease be terminated in years six (6) through ten (10) of the Term, LESSOR shall pay LESSEE a one-time payment equivalent to six (6) times the then gross annual advertising revenue generated by the Sign and should the Lease be terminated in years eleven (11) through fifteen (15) LESSOR shall pay LESSEE a one-time payment of four (4) times the then gross advertising revenue generated by the Sign. The right of termination herein shall not exist and cannot be exercised if that portion of the property where the Sign is located shall be condemned or taken by power of eminent domain, or if the property is conveyed to any entity acting as or on behalf of any public entity which has the power of eminent domain.

5. **LESSEE'S PROPERTY:** The Sign permit, licenses and rights accessory to the construction, maintenance, operation and existence of an outdoor advertising sign at this location are and will remain LESSEE's property and interest. The Sign in all respects constitutes LESSEE's trade fixtures and shall be removed by LESSEE any time prior to or within ninety (90) days after the termination of this Lease or any extension thereof. In no case shall LESSEE be required to remove any portion of the Sign or its foundation below grade. The provisions of this paragraph shall survive the termination of this Lease.

6. INDEMNITY: LESSEE shall indemnify and save LESSOR harmless from any and all claims or demands on account of bodily injury or physical property damage caused by or resulting from any negligent or willful act of LESSEE's agents or employees in the construction or maintenance of the Sign and LESSEE agrees to carry, at its own cost and expense, adequate public liability insurance covering any such contingency so long as this Lease remains in effect. LESSOR agrees to save LESSEE harmless from any and all claims caused by or resulting from any negligent or willful act of LESSOR.

7. CONDEMNATION: If all or a portion of the property around the Sign is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain or by purchase in lieu thereof, this Lease shall not be affected thereby but shall continue in full force and effect. Notwithstanding the foregoing, LESSOR shall be entitled to receive any award payable with respect to a taking of LESSOR's fee interest in and to the property, and LESSEE shall be entitled to receive the portion of any award attributable to LESSEE's leasehold interest. LESSEE shall be a necessary party to any such condemnation proceedings.

8. FIRST RIGHT OF REFUSAL: LESSEE shall have the first right of refusal to purchase the property. LESSOR shall notify LESSEE of any offers to purchase the Property and LESSEE shall have thirty (30) days from receipt of a copy of the offer to exercise its right of first refusal.

9. CONSIDERATION FOR LEASE EXECUTION: In consideration of the lease, \$10.00 was paid upon execution of this lease.

10. MISCELLANEOUS:

A. Applicable Law: This Lease and the rights, duties and obligations of the parties hereunder will be interpreted, construed and enforced in accordance with the laws of the State of Texas and performable in Dallas County, Texas.

B. Entire Agreement: This document, including any exhibits, contains the entire agreement between the parties relative to this Lease. No variations, modifications or changes will be binding upon either party unless set forth in a document duly executed by all parties hereto.

C. Authority: Each person signing this Lease individually warrants that he or she have the full authority to enter into this agreement.

D. Assignment: LESSEE may transfer or assign its interest in this Lease or sublet the Leased Property or the Sign to any persons without LESSOR's consent.

E. Notices: All notices required or permitted under this Agreement must be in writing and be delivered personally, mailed by first class pre-paid postage or sent by pre-paid facsimile (provided that the sender confirms the recipient's receipt of transmission) to the respective parties at the following address unless and until a different address has been designated by written notice to the other party.

Notices to LESSOR

Roger Ray
1103 Pebble Beach Drive
Mansfield, Texas 76063
(817) 703-8154

Notices to LESSEE

Primary Media
2511 Boll Street
Dallas, Texas 75204
(214) 880-0440

LESSOR:

Roger Ray
Printed Name

Roger Ray
Signature

6-4-09
Date

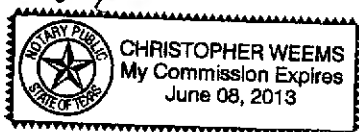
LESSEE:

D. Josh F. Fennan
Printed Name

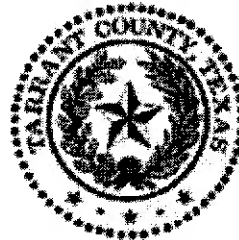
D. Josh F. Fennan
Signature

6-12-09
Date

THIS DOCUMENT WAS ACKNOWLEDGED BEFORE
ME BY ROGER RAY ON THE 9TH OF JUNE 2009.



[Signature]
STATE OF TEXAS



PRIMARY MEDIA
2511 BOLL ST

DALLAS TX 75204

Submitter: CHRISTOPHER E WEEMS

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 06/22/2009 01:45 PM
Instrument #: D209164728
OPR 3 PGS \$20.00

By: _____



D209164728

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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